

SOMACH SIMMONS & DUNN
A Professional Corporation
STUART L. SOMACH, ESQ. (SBN 90959)
MAXIMILIAN C. BRICKER, ESQ. (SBN 350150)
500 Capitol Mall, Suite 1000
Sacramento, CA 95814
Telephone: (916) 446-7979
Facsimile: (916) 446-8199
ssomach@somachlaw.com
mbricker@somachlaw.com

MICHAEL W. DAUGHERTY, ESQ. (Co. Bar 49074)
Pro Hac Vice Forthcoming
RAMSEY L. KROPF, ESQ. (Co. Bar 21528)
Pro Hac Vice Forthcoming
1155 Canyon Blvd., Suite 110
Boulder, CO 80302
Telephone: (916) 446-7979
Facsimile: (916) 446-8199
mdaugherty@somachlaw.com
rkropf@somachlaw.com

Attorneys for [PROPOSED] Plaintiff-Intervenor
YUHA'AVIATAM OF SAN MANUEL NATION,
a federally recognized Indian tribe, also federally
recognized as SAN MANUEL BAND OF MISSION INDIANS

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION – RIVERSIDE

BLUETRITON BRANDS, INC.,

Plaintiff,

v.

UNITED STATES FOREST SERVICE,

RANDY MOORE, in his official capacity
as Chief of the U.S. Forest Service,

CHRISTOPHER FRENCH, in his
official capacity as Deputy Chief for the
National Forest System of the U.S. Forest
Service,

JENNIFER EBERLEIN, in her official
capacity as Regional Forester for the
Pacific Southwest Region of the
U.S. Forest Service,

Case No.: 2:24-cv-09720-JGB-DTB

**DECLARATION OF RODNEY
GARTON IN SUPPORT OF
MOTION TO INTERVENE AND
MOTION FOR PRELIMINARY
INJUNCTION**

Hearing Date: February 3, 2025
Hearing Time: 9:00 AM
Courtroom: 1
Judge: Hon. Jesus G. Bernal

Action Filed: August 6, 2024

1 DANELLE HARRISON, in her official
2 capacity as Forest Supervisor of the San
3 Bernardino National Forest of the
4 U.S. Forest Service,

5 MICHAEL NOBLES, in his official
6 capacity as Front Country District Ranger
7 of the U. S. Forest Service,

8 Defendants.

9 YUHA AVIATAM OF SAN MANUEL
10 NATION, a federally recognized Indian
11 tribe, also federally recognized as SAN
12 MANUEL BAND OF MISSION
13 INDIANS,

14 [Proposed] Plaintiff-Intervenor.

1 I, Rodney Garton, declare as follows:

2 1. I am the Director of Operations for Arrowhead Springs for the
3 Yuhaaviatam of San Manuel Nation, a federally recognized Indian tribe, also
4 federally recognized as the San Manuel Band of Mission Indians (the Nation) and
5 on whose behalf I submit this declaration. The facts set forth herein are based on
6 my personal knowledge, and if called as a witness, I could and would testify
7 competently thereto.

8 2. I began working for the Nation in the position of Director of
9 Operations for the Arrowhead Springs property (Arrowhead Springs), soon after
10 the Nation reacquired the property as part of its ancestral land reclamation in or
11 about May 2016. Prior to my employment by the Nation, I worked as the General
12 Manager, Director of Operations of Arrowhead Springs under its previous owner,
13 Campus Crusade for Christ. I have worked in various roles in facilities
14 management for Arrowhead Springs for nearly 50 years, since April 1977.

15 3. In my managerial role over the Arrowhead Springs property since
16 1977, I have become familiar with and have knowledge of the water resources upon
17 which Arrowhead Springs and surrounding properties rely. I am also aware of the
18 contracts entered and permits issued that relate to water deliveries to the property.
19 I am aware that BlueTriton Brands, Inc. (BlueTriton) and its predecessors have
20 diverted water from Strawberry Canyon through facilities that are partially located
21 within the San Bernardino National Forest (SBNF) through a series of special use
22 permits issued by the United States Forest Service (USFS). It is my understanding
23 that BlueTriton and its predecessors have used the diverted water for commercial
24 bottling purposes. BlueTriton and its predecessors also have delivered water to
25 Arrowhead Springs.

26 4. Indeed, the Nation and its predecessors have relied and continue to
27 rely on the water supplies delivered by BlueTriton and its predecessors through its
28 water conveyance facilities for nearly a century, based on a contract dated

1 September 26, 1931, a true and correct copy of which is attached hereto as
2 **Exhibit 6**. Due to ongoing legal controversies, the Nation and BlueTriton entered
3 into a Letter Agreement on December 11, 2023, to amend BlueTriton's obligation to
4 deliver water to Arrowhead Springs on an interim basis. A true and correct copy of
5 the Letter Agreement is attached hereto as **Exhibit 7**. I participated on behalf of the
6 Nation in the Negotiations of the Letter Agreement with BlueTriton.

7 5. I am aware that the USFS has taken action that would effectively cut
8 off the continued delivery of water to Arrowhead Springs. I have reviewed the
9 USFS' July 26, 2024 Notice of Denial and written demand for BlueTriton to cease
10 operation of its water conveyance facilities within seven days, by August 2, 2024.
11 If implemented, this would have terminated BlueTriton's special use permit and all
12 of BlueTriton's longstanding water deliveries to Arrowhead Springs. After learning
13 of the Notice of Denial (from BlueTriton, not the USFS), the Nation immediately
14 engaged the federal agency and implored it to allow the water to continue to flow to
15 Arrowhead Springs. The effort was successful for a period, in that on August 2,
16 2024, the USFS granted a temporary authorization to BlueTriton until September 2,
17 2024, to allow BlueTriton to continue diverting water to the Nation. On August 26,
18 2024, the USFS extended the temporary authorization for BlueTriton to divert water
19 to the Nation until January 15, 2025.

20 6. The Nation uses the water BlueTriton delivers to Arrowhead Springs
21 for domestic irrigation of fire-defensive space, fire suppression, recreational, and
22 cultural purposes. The Nation also conducts native plant propagation on the
23 property. The water diversion facilities BlueTriton operates provide a safe and
24 reliable water supply that meets these various needs. The defensible green spaces
25 constitute approximately 1% of the entire 2,000-acre property and are concentrated
26 next to important facilities.

27 7. The Nation has employed conservation practices designed to limit the
28 use of water to the extent possible. In a marked departure from the previous

1 owner's practices, the Nation instituted water conservation measures after it
2 purchased Arrowhead Springs in 2016. Specifically, the Nation ceased watering
3 planted areas by approximately 40%. In addition, the Nation replenishes the
4 watershed with water that is not used. Specifically, the Nation returns any unused
5 water received from BlueTriton to the watershed through a tributary that flows into
6 East Twin Creek. Strawberry Creek is also a tributary to East Twin Creek.

7 8. The water supply delivered to Arrowhead Springs benefits not only the
8 Nation, but the surrounding community, as the Nation and local, state, and federal
9 firefighting agencies collaborate to protect the region from wildfires, and the water
10 delivered to Arrowhead Springs is essential to this purpose.

11 9. Fire risk at and around Arrowhead Springs is not merely theoretical,
12 but real. In my position overseeing the operation of Arrowhead Springs, I am
13 charged with knowing and teaching the history of the property, and I am aware of
14 the fires that have plagued the area over time. The hotel facilities on the property
15 were destroyed by fire three times prior to the 1940s, requiring the hotel facilities to
16 be rebuilt. In addition to these fires, during the time that I worked at Arrowhead
17 Springs, there were the 1980 Panorama Fire, 2002 Arrowhead Fire, and the 2003
18 Old Fire, which burned Strawberry Canyon and portions of the Arrowhead Springs
19 property, including buildings and facilities. Additional notable fires around the
20 Arrowhead property include the 1986 Glenwood, 1994 Highway 18, 1996
21 Waterman 3, 1996 Badger, 2017 Mile, and 2019 Hillside Fires. The preceding list
22 does not include the smaller fires over the years within the area.

23 10. In all the recent large and small fires, the Arrowhead property's
24 hydrants have been used by local, state, and federal resources assigned to fight
25 these fires. Arrowhead Springs' fire hydrants are supplied by water delivered by
26 BlueTriton through a gravity fed system owned by the Nation. In addition, the
27 rotary wing resources utilize the Arrowhead property's pond, the only dipping pond
28 available on the "front country" between Hwy. 18 and Hwy. 330. Although every

1 fire season and year is different, based on my experience at Arrowhead Springs, I
2 estimate that other agencies use the water approximately 4 to 6 times a year. The
3 San Bernadino County Fire Protection District, the California Department of
4 Forestry and Fire Protection (CalFire), and the USFS all share the Nation's water
5 supply at Arrowhead Springs with the San Manuel Fire Department to combat
6 wildfires in the foothills and front country areas. Without access to the Arrowhead
7 Springs water, such firefighting operations will be adversely impacted. In addition,
8 Arrowhead Springs is used for training firefighters and first responders year-round.
9 Indeed, firefighters and other first responders from more than twenty city, state,
10 federal, and other agencies receive training at Arrowhead Springs. Such training
11 will be emasculated by the lack of BlueTriton water.

12 11. The USFS is keenly aware of the fire risk that plagues the area,
13 including the SBNF, which includes Strawberry Canyon and abuts Arrowhead
14 Springs. According to its own website for the SBNF, "the San Bernadino National
15 Forest is historically one of the most wildfire prone forests in the country" and "fire
16 seasons are longer and fire behavior often more extreme.
17 See <https://www.fs.usda.gov/main/sbnf.fire>. Without question, the decision by the
18 USFS to deprive the Nation of the water upon which the Nation and others rely to
19 fight wildfires, will imperil the Nation and the surrounding area. The decision will
20 cause immediate harm to Arrowhead Springs, by damaging the value and integrity
21 of the property and, without water supplies essential for wildfire protection, it will
22 endanger people's lives and property.

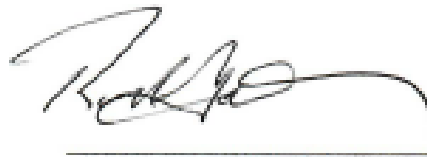
23 12. There are no viable alternatives that could be timely and safely
24 implemented by the January 15th water-shut off deadline. Arrowhead Springs is
25 not connected to a municipal water source. I have assisted the Nation in
26 determining the feasibility of connecting to municipal water and, with the input of
27 outside consultants and in-house experts, the Nation has determined that such
28 infrastructure would require years to design, obtain approvals and construct, with

1 investment of significant capital. The nearest municipal water connection is over
2 6,000 linear feet down gradient. Such connection will require the laying of pipe
3 and numerous pump stations to reach the Arrowhead Springs' tanks that store water
4 to be gravity-delivered throughout the property and will require approvals or
5 agreements with the City of San Bernardino, the County of San Bernardino, and the
6 San Bernardino Municipal Water District, as well as payment for the delivery of
7 such water. Without study or analysis, the USFS has suggested the Nation can
8 truck in water to meet demands. In fact, this is not a viable option. The Nation's
9 reservoirs that receive and hold the water for use at Arrowhead Springs (and into
10 which BlueTriton Currently Delivers Water) are located at the very top of
11 Arrowhead Springs, so they can gravity feed water to the property. The reservoirs
12 can only be reached by a narrow, steep and winding road and are, thus, in an area
13 that is inaccessible by large water tanker trucks. Moreover, such trucks are unlikely
14 to be able to reach the property during a large wildfire when access is restricted and
15 dangerous. If the USFS cuts off water deliveries to Arrowhead Springs before the
16 Nation can secure an alternate water supply, the Nation will be unable to properly
17 maintain its property, let alone ensure there is water available for fire-fighting
18 efforts.

19 I declare under penalty of perjury under the laws of the United States that the
20 foregoing is true and correct.

21 Executed this 2nd day of January, 2025 at Iron County, Utah.

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RODNEY GARTON